

**CONTRACT #CK09MERCER2012-03
SCRAP METAL REMOVAL**

ARTICLES OF AGREEMENT, hereinafter referred to as "**MASTER CONTRACT**", made this 12th DAY OF APRIL 2012, by and between A&A TRUCK PARTS INC. DBA A&A IRON AND METALS, 80 HENDRICKSON ROAD, FREEHOLD, NJ 07728 hereinafter referred to as the "**CONTRACTOR**", and the **COUNTY OF MERCER**, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "**LEAD AGENCY**", for a period beginning APRIL 13, 2012 and ending APRIL 12, 2014 for scrap metal removal.

WHEREAS, the **CONTRACTOR** has made a bid proposal in writing to the **LEAD AGENCY** to provide SCRAP METAL REMOVAL FOR A PERIOD OF TWO (2) YEARS FOR USE BY THE COUNTY OF MERCER AND THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM in accordance with 5:34-7.25 and hereinafter mentioned on behalf of all contracting units located within the County of Mercer for the price and within the time hereinafter mentioned, and according to the specifications thereof on file in the office of the Purchasing Agent of the County of Mercer, the **LEAD AGENCY**, and the County of Mercer has accepted the bid proposal of said **CONTRACTOR** on behalf of each participating local unit according to law and N.J.A.C. 5:34-7.25.

SCRAP METAL REMOVAL

A&A TRUCK PARTS INC. DBA A&A IRON AND METALS WILL PAY SEVENTY-EIGHT PERCENT (78%) OF THE RATE ESTABLISHED ON THE FIRST DATE POSTED EACH MONTH BY THE AMERICAN METAL MARKET

The Contractor shall provide to the County of Mercer, the **LEAD AGENCY**, its own needs as required; and the Contractor shall make available, the needs of the Other Agencies, to be set forth by separate individual Contracts between each Agency respectively, and the **CONTRACTOR**, subject to the control of and without deviation from the specifications, prices, character and quality of this Master Contract;

And it is hereby agreed between the **CONTRACTOR** and the **LEAD AGENCY** that the latter shall have the right and power to adjust and determine finally all questions regarding matters of interpretation of performance under this Agreement with respect to the **LEAD AGENCY** Category.

The **CONTRACTOR** further covenants and agrees that he will well and truly save and indemnify and keep harmless the judgments, costs and expenses which may come against the said agencies in consequence of the granting of this Contract to said **CONTRACTOR**, which may result from the carelessness or neglect of the **CONTRACTOR** or the agents, employees or workmen of said **CONTRACTOR**.

Failure or neglect of the **LEAD** or other Agency to require compliance with any term or condition in this Contract or the specifications shall not be deemed a waiver of such term or condition.

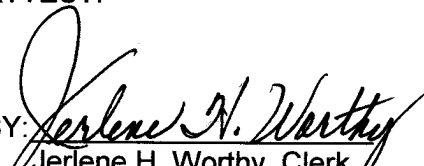
It IS further understood that the County of Mercer shall have the right to request mediation if services being provided are deemed deficient in any way. An impartial mediator shall be selected by the **County**.

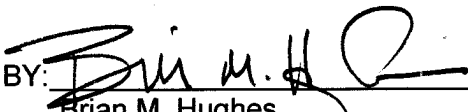
THE COUNTY reserves the right, at its option to terminate this contract upon giving thirty (30) days written notice to the **Contractor**.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals the day and year first above written.

ATTEST:

COUNTY OF MERCER

BY: 
Jerlene H. Worthy, Clerk
Board of Chosen Freeholders

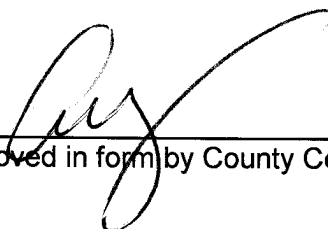
BY: 
Brian M. Hughes
County Executive

WITNESS:

A&A TRUCK PARTS INC. DBA
A&A IRON AND METALS

BY: _____

BY: 


Approved in form by County Counsel

Arthur R. Sypek Jr.
Mercer County Counsel

Approved as to Form and Legality

Date


 County Counsel

April 12, 2012

AWARD OF BID RECEIVED FEBRUARY 16, 2012 TO A&A TRUCK PARTS INC. DBA A&A IRON AND METALS FOR SCRAP METAL REMOVAL FOR THE COUNTY OF MERCER AND THE COOPERATIVE CONTRACT PURCHASING SYSTEM. TWO YEAR PERIOD: APRIL 13, 2012 THROUGH APRIL 12, 2014. [SEVENTY-EIGHT PERCENT (78%) REVENUE TO MERCER COUNTY TWENTY-TWO PERCENT (22%) PROCEEDS TO VENDOR.] AMOUNT BASED ON AMERICAN METAL MARKET. (CK09MERCER2012-03)

WHEREAS, the Mercer County Purchasing Agent has advertised for scrap metal removal for use by the County of Mercer and the Cooperative Contract Purchasing System through bid terms and specifications, as provided by law; and,

WHEREAS, one sealed bid was received on February 16, 2012, in connection with the aforementioned service; and,

WHEREAS, the bid of A&A Truck Parts Inc. DBA A&A Iron and Metals, 80 Hendrickson Road, Freehold, NJ 07728 be awarded for a period of two years, with a seventy-eight (78%) revenue to the County on the rate established by the American Metal Market on the first date posted each month); and,

Clerk to the Board

RECORD OF VOTE													
FREEHOLDER	Aye	Nay	NV.	Abs	Res	Sec.	FREEHOLDER	Aye	Nay	NV.	Abs	Res	Sec.
Cannon	X				✓		Frisby	X					✓
Carabelli	X						Koontz	X					
Cimino	X						Walter	X					
Colavita	X												

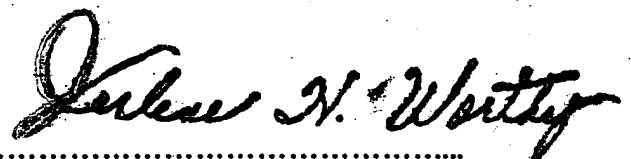
X—Indicates Vote Abs.—Absent N.V.—Not Voting
 Res.—Resolution Moved Sec.—Resolution Seconded

-2-

WHEREAS, the bidder hereinafter designated is the lowest qualified bidder;
and,

BE IT RESOLVED, that the County Executive and Clerk to the Board be and are hereby authorized to execute said contracts when presented in a form approved by County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward a copy of this Resolution to the Supervisor of Mercer County Buildings and Grounds, the Executive Director of the Park Commission, the Director of Mercer County Department of Transportation and Infrastructure, and to the Purchasing Agent for further distribution.



.....
Clerk to the Board